
State:	District of Columbia	Filing Company:	Virginia Surety Company, Inc.
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0004 Contractual Liability		
Product Name:	Endorsement and Covered Designated Contract Schedule		
Project Name/Number:	/		

Filing at a Glance

Company:	Virginia Surety Company, Inc.
Product Name:	Endorsement and Covered Designated Contract Schedule
State:	District of Columbia
TOI:	17.0 Other Liability-Occ/Claims Made
Sub-TOI:	17.0004 Contractual Liability
Filing Type:	Form
Date Submitted:	01/14/2020
SERFF Tr Num:	VRGS-132220715
SERFF Status:	Closed-APPROVED
State Tr Num:	
State Status:	
Co Tr Num:	VSC-END-12423496-0120F
Effective Date	On Approval
Requested (New):	
Effective Date	On Approval
Requested (Renewal):	
Author(s):	Teresa Sirmer, Marge McBride
Reviewer(s):	Carmen Belen (primary)
Disposition Date:	01/23/2020
Disposition Status:	APPROVED
Effective Date (New):	01/23/2020
Effective Date (Renewal):	01/23/2020

State: District of Columbia **Filing Company:** Virginia Surety Company, Inc.
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0004 Contractual Liability
Product Name: Endorsement and Covered Designated Contract Schedule
Project Name/Number: /

General Information

Project Name: Status of Filing in Domicile:
Project Number: Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 01/23/2020
State Status Changed: Deemer Date:
Created By: Teresa Sirmer Submitted By: Teresa Sirmer
Corresponding Filing Tracking Number:

Filing Description:

Amendatory Endorsement and Covered Designated Contract Schedule
Form Numbers: VSC-CL-1 End DC (0120) and VSC-DC-SCHED (10/18)

Enclosed for your review and approval is our Amendatory Endorsement and Covered Designated Contract Schedule form filing submission. The Amendatory Endorsement includes required disclosures from the new Service Contract Law. The Covered Designated Contract Schedule is required by Lenders.

These forms will be used in conjunction with our Contractual Liability Insurance Policy for Designated Contracts, form number VSC-CL-1 (7/97) that was filed and approved on March 4, 1999 under Our File Number VSC-CL-0897F.

Should you have any questions, please feel free to contact me.

Thank you.

Company and Contact

Filing Contact Information

Terry Sirmer, Regulatory Affairs Analyst Terry.Sirmer@assurant.com
175 W. Jackson Blvd. 312-356-2434 [Phone]
Chicago, IL 60604 312-395-9445 [FAX]

Filing Company Information

Virginia Surety Company, Inc.	CoCode: 40827	State of Domicile: Illinois
175 W. JACKSON BLVD.	Group Code: 19	Company Type: Property &
11th Floor	Group Name: Assurant Inc Group	Casualty
Chicago, IL 60604-2615	FEIN Number: 36-3186541	State ID Number:
(312) 356-3000 ext. [Phone]		

Filing Fees

Fee Required? No
Retaliatory? No
Fee Explanation:

State:	District of Columbia	Filing Company:	Virginia Surety Company, Inc.
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0004 Contractual Liability		
Product Name:	Endorsement and Covered Designated Contract Schedule		
Project Name/Number:	/		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
APPROVED	Carmen Belen	01/23/2020	01/23/2020

Objection Letters and Response Letters

Objection Letters

Status	Created By	Created On	Date Submitted
Pending Industry Response	Carmen Belen	01/22/2020	01/22/2020
Pending Industry Response	Carmen Belen	01/22/2020	01/22/2020

Response Letters

Responded By	Created On	Date Submitted
Teresa Sirmer	01/23/2020	01/23/2020
Teresa Sirmer	01/22/2020	01/22/2020

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Amendatory Endorsement	Teresa Sirmer	01/17/2020	01/17/2020

State:	District of Columbia	Filing Company:	Virginia Surety Company, Inc.
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0004 Contractual Liability		
Product Name:	Endorsement and Covered Designated Contract Schedule		
Project Name/Number:	/		

Disposition

Disposition Date: 01/23/2020
Effective Date (New): 01/23/2020
Effective Date (Renewal): 01/23/2020
Status: APPROVED

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Readability Certificate	APPROVED	Yes
Supporting Document	Consulting Authorization	APPROVED	Yes
Supporting Document	Copy of Trust Agreement	APPROVED	Yes
Supporting Document	Expedited SERFF Filing Transmittal Form	APPROVED	Yes
Form (revised)	Amendatory Endorsement	APPROVED	Yes
Form	Amendatory Endorsement	Withdrawn	Yes
Form	Amendatory Endorsement	Withdrawn	Yes
Form	Covered Designated Contract Schedule	APPROVED	Yes
Form	Contractual Liability Insurance Policy for Designated Contracts	APPROVED	Yes

State:	District of Columbia	Filing Company:	Virginia Surety Company, Inc.
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0004 Contractual Liability		
Product Name:	Endorsement and Covered Designated Contract Schedule		
Project Name/Number:	/		

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	01/22/2020
Submitted Date	01/22/2020
Respond By Date	01/29/2020

Dear Terry Sirmer,

Introduction:

Thanks for providing the policy as requested.

Objection 1

- Amendatory Endorsement, VSC-CL-1 End DC, (0120) (Form)

Comments: Please refer to DC Code 31-2351.08 which states that an insurer that issued a reimbursement insurance policy shall not terminate the policy until a notice of termination in accordance with § 31-404, has been mailed or delivered to the Commissioner. Please include this in your policy or amendatory endorsement.

Conclusion:

Please advise of any questions or concerns. Thanks.

Sincerely,

Carmen Belen

State:	District of Columbia	Filing Company:	Virginia Surety Company, Inc.
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0004 Contractual Liability		
Product Name:	Endorsement and Covered Designated Contract Schedule		
Project Name/Number:	/		

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	01/22/2020
Submitted Date	01/22/2020
Respond By Date	01/29/2020

Dear Terry Sirmer,

Introduction:

Thanks for your filing submission. Please submit a copy of the base policy as well. Since it was last reviewed/approved in 1999 we will need to review it again. Please advise of any questions or concerns. Thanks.

Conclusion:

Sincerely,
Carmen Belen

SERFF Tracking #:

VRGS-132220715

State Tracking #:**Company Tracking #:**VSC-END-12423496-0120F

State:

District of Columbia

Filing Company:

Virginia Surety Company, Inc.

TOI/Sub-TOI:

17.0 Other Liability-Occ/Claims Made/17.0004 Contractual Liability

Product Name:

Endorsement and Covered Designated Contract Schedule

Project Name/Number:/

Response Letter

Response Letter Status

Submitted to State

Response Letter Date

01/23/2020

Submitted Date

01/23/2020

*Dear Carmen Belen,***Introduction:***This will acknowledge receipt of your Objection Letter dated January 22, 2020.***Response 1****Comments:**

I have uploaded a revised Amendatory Endorsement, form number VSC-CL-1 End DC (0120) to the Forms Schedule Tab. We have added Section (13) Notice to the Commissioner to comply with DC Code 31-2351.08.

Related Objection 1*Applies To:**- Amendatory Endorsement, VSC-CL-1 End DC, (0120) (Form)*

Comments: Please refer to DC Code 31-2351.08 which states that an insurer that issued a reimbursement insurance policy shall not terminate the policy until a notice of termination in accordance with § 31-404, has been mailed or delivered to the Commissioner. Please include this in your policy or amendatory endorsement.

Changed Items:*No Supporting Documents changed.*

SERFF Tracking #:

VRGS-132220715

State Tracking #:

Company Tracking #:

VSC-END-12423496-0120F

State: District of Columbia

Filing Company:

Virginia Surety Company, Inc.

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0004 Contractual Liability

Product Name: Endorsement and Covered Designated Contract Schedule

Project Name/Number: /

Form Schedule Item Changes

Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	Amendatory Endorsement	VSC-CL-1 End DC	(0120)	END	New			VSC-CL-1 End DC (0120) v01 (002).pdf	Date Submitted: 01/23/2020 By: Teresa Sirmer
<i>Previous Version</i>									
1	Amendatory Endorsement	VSC-CL-1 End DC	(0120)	END	New			VSC-CL-1 End DC (0120).pdf	Date Submitted: 01/17/2020 By:
<i>Previous Version</i>									
1	Amendatory Endorsement	VSC-CL-1 End DC	(0120)	END	New			VSC-CL-1 End DC (0120).pdf	Date Submitted: 01/14/2020 By: Teresa Sirmer

No Rate/Rule Schedule items changed.

Conclusion:

Thank you.

Sincerely,

Teresa Sirmer

State:	District of Columbia	Filing Company:	Virginia Surety Company, Inc.
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0004 Contractual Liability		
Product Name:	Endorsement and Covered Designated Contract Schedule		
Project Name/Number:	/		

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	01/22/2020
Submitted Date	01/22/2020

Dear Carmen Belen,

Introduction:

This will acknowledge receipt of your Objection Letter dated January 22, 2020.

Response 1

Comments:

As requested I have attached a copy of the Contractual Liability Insurance Policy For Designated Contracts, form number VSC CL-1 (7-97) to the Forms Schedule Tab.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes									
Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	Contractual Liability Insurance Policy for Designated Contracts	VSC CL-1	(7-97)	PCF	New			VSC CL-1(7-97).pdf	Date Submitted: 01/22/2020 By: Teresa Sirmer

No Rate/Rule Schedule items changed.

Conclusion:

Thank you.

Sincerely,

Teresa Sirmer

State:

District of Columbia

Filing Company:

Virginia Surety Company, Inc.

TOI/Sub-TOI:

17.0 Other Liability-Occ/Claims Made/17.0004 Contractual Liability

Product Name:

Endorsement and Covered Designated Contract Schedule

Project Name/Number:

/

Amendment Letter

Submitted Date: 01/17/2020

Comments:

I have attached a revised copy of the Amendatory Endorsement, form number VSC-CL-1 End DC (0120) to the Forms Schedule Tab. We have corrected a typo error.

Thank you.

Changed Items:

Form Schedule Item Changes									
Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	Amendatory Endorsement	VSC-CL-1 End DC	(0120)	END	New			VSC-CL-1 End DC (0120).pdf	Date Submitted: 01/17/2020 By:
Previous Version									
1	Amendatory Endorsement	VSC-CL-1 End DC	(0120)	END	New			VSC-CL-1 End DC (0120).pdf	Date Submitted: 01/14/2020 By: Teresa Sirmer

No Rate Schedule Items Changed.

No Supporting Documents Changed.

State:	District of Columbia	Filing Company:	Virginia Surety Company, Inc.
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0004 Contractual Liability		
Product Name:	Endorsement and Covered Designated Contract Schedule		
Project Name/Number:	/		

Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1	APPROVED 01/23/2020	Amendatory Endorsement	VSC-CL-1 End DC	(0120)	END	New			VSC-CL-1 End DC (0120) v01 (002).pdf
2	APPROVED 01/23/2020	Covered Designated Contract Schedule	VSC-DC-SCHED	(10/18)	DEC	New			VSC-DC-SCHED (10.18).pdf
3	APPROVED 01/23/2020	Contractual Liability Insurance Policy for Designated Contracts	VSC CL-1	(7-97)	PCF	New			VSC CL-1(7-97).pdf

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

VIRGINIA SURETY COMPANY, INC.
[175 West Jackson Blvd.
Chicago, Illinois 60604]

-DISTRICT OF COLUMBIA-

Amendatory Endorsement

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This endorsement is made part of the policy to which it is attached. Except as noted herein, this endorsement is subject to all the provisions and limitations of the policy. If there is a conflict between the policy and the endorsement, the terms of the endorsement will govern.

It is hereby agreed that the policy to which this endorsement is attached is amended as follows:

Form VSC-CL-1 (7/97), Section F., CANCELLATION, is deleted in its entirety and replaced with the following:

F. CANCELLATION:

This Policy may be canceled as follows:

- (1) The Insured may cancel this Policy at any time by written notice to the Company, but the effective date of the cancellation shall not be before the date such cancellation notice is delivered to the Company.
- (2) The Company can cancel this Policy during the first thirty (30) days of an Annual Term by mailing to the Insured a notice of cancellation. After such thirty (30) day period has elapsed, the Company may cancel this Policy by mailing a cancellation notice to the insured at least thirty (30) days prior to the cancellation date for cancellations due to any of the following reasons:
 - a) Nonpayment of Premium;
 - b) The Insured induced issuance of the Policy through material misrepresentation;
 - c) The Insured violated any of the terms and conditions of this Policy;
 - d) The underlying Policy risk insured has measurably increased;
 - e) A determination by a governmental authority that the continuation of the Policy could place the Company in violation of insurance laws.

Form VSC-CL-1 (7/97), Section I, GENERAL PROVISIONS, the following subsections are added:

(12) MISCELLANEOUS – SERVICE CONTRACTS:

If the DESIGNATED CONTRACT is a SERVICE CONTRACT, notwithstanding any other definition, term, condition, limitation, exclusion, endorsement or other provision of this Policy or any other insurance policy: (1) the Company shall reimburse or pay on behalf of the Insured (Provider) any covered amounts the Provider is legally obligated to pay or in the event of non-performance, shall provide the service that the Provider is legally obligated to perform according to the Provider's obligations under any insured service contract issued or sold by the Provider during the term of this Policy: and (2) if the covered amounts are not paid or the covered service is not provided to a consumer within sixty (60) days after the consumer provides proof of loss, payment shall be made directly from the Company to the consumer or the Company shall provide the required service.

(13) NOTICE TO THE COMMISSIONER:

The policy shall not terminate until notice of termination has been mailed and delivered to the Commissioner. Notice to the Commissioner cancellation or non-renewal shall be given at least 30 days prior to cancellation or non-renewal of the Policy.

All other terms and conditions remain unchanged.

VIRGINIA SURETY COMPANY, INC.

[President]

COVERED DESIGNATED CONTRACT SCHEDULE

Effective Date: [Effective Date]

The form numbers listed below are covered Designated Contract(s) under this Policy.

With at least ten (10) days prior written notice to the Insured, this Schedule may be amended from time to time by the Company or the Company's Designee.

VIRGINIA SURETY COMPANY, INC.

175 W. Jackson Blvd.
Chicago, Illinois 60604

**CONTRACTUAL LIABILITY INSURANCE POLICY
FOR DESIGNATED CONTRACTS**

DECLARATION

POLICY NO.: _____

INSURED: _____ (The "Insured")

BUSINESS ADDRESS: _____

COVERAGE: Loss under Designated Contracts, subject to Policy terms and conditions.

EFFECTIVE DATE: _____ Time: 12:01 A.M. at the above business address
of the Insured (the "Effective Date").

EXPIRATION DATE: Each twelve (12) month anniversary of the Effective Date at 12:01 A.M.
at the above business address of the Insured (the "Expiration Date").

A. INSURING AGREEMENT

In consideration of the payment of the Policy premium and subject to all of the terms and conditions of this Policy, Virginia Surety Company, Inc., an Illinois insurance corporation (the "Company"), agrees to reimburse the Insured for Loss. Reimbursements of Loss shall be paid directly to or on behalf of the Insured. The Company shall not have any duty to defend the Insured in any lawsuit or other judicial or administrative proceeding involving the Insured.

B. TERM

This Policy is effective on the Effective Date. This Policy shall automatically renew for successive twelve (12) month periods (each twelve (12) month period commencing on an Expiration Date, an "Annual Term"), unless and until canceled or nonrenewed as provided herein.

C. DEFINITIONS

- (1) CLAIM: "Claim" means a claim for performance of a Contractual Obligation.
- (2) COMPANY ENTITY: "Company Entity" means the Company or its authorized representative.

- (3) **CONTRACT HOLDER:** “Contract Holder” means the original purchaser of a Designated Contract or a natural person to whom the Designated Contract has been transferred in accordance with its terms and conditions.
- (4) **CONTRACTUAL OBLIGATION:** “Contractual Obligation” means the Insured’s obligations to perform its contractually agreed duties under a Designated Contract in accordance with and subject to the expressly stated terms and conditions of such Designated Contract.
- (5) **DESIGNATED CONTRACT:** “Designated Contract” means a contract (a) which has an effective date during the term of this Policy, (b) which is issued by the Insured in accordance with such contract’s terms and conditions, and the terms and conditions of any agreement of the Insured with the Company Entity authorizing the Insured to sell such Designated Contract, and (c) for which the Insured has fully and timely paid the proper Policy premium to the Company Entity.
- (6) **LOSS:** “Loss” means those Claim costs actually, reasonably, and necessarily incurred by or on behalf of the Insured to perform a Contractual Obligation in accordance with the Company Entity’s authorization, except that Loss shall not exceed any liability limit provided under the Designated Contract giving rise to such Contractual Obligation.
- (7) **POLICY:** “Policy” is this Contractual Liability Insurance Policy for Designated Contracts as furnished by the Company to the Insured.
- (8) **PREMIUM:** “Premium” means the Policy premium payable for Policy coverage of a Designated Contract.

D. EXCLUSIONS

This Policy does not apply to any of the following, or to any liability or obligation arising in connection with any of the following:

- (1) Any liability, cost, expense, damage, charge, assessment, exposure, or detriment of any description other than Loss;
- (2) Any warranty, representation, promise, covenant, commitment, guarantee, or other duty or obligation except a Contractual Obligation;
- (3) Any and all special, incidental, direct, indirect, consequential, exemplary, extra contractual, or punitive damages or liabilities of any description whatever including without limitation that which arise from any act or omission by a Contract Holder, the Insured, a repairer, or any agent, employee, officer, director, independent contractor, customer, or invitee of a Contract Holder, the Insured, or a repairer;
- (4) Any implied warranty of merchantability or fitness;
- (5) Any negligence, gross negligence, misrepresentation, willful or intentional misconduct, strict liability, or any fraudulent, dishonest or criminal act;

- (6) The sale of a product or other good or any part or component of a product or other good;
- (7) Any defense of the Insured or others in any lawsuit or other judicial, administrative, or other proceeding; or
- (8) Any service action or recall of any description by a manufacturer, a dealer, or any other person or entity whether voluntary or involuntary and regardless of why made or when authorized or conducted.

E. CONDITIONS

- (1) **SALE OF DESIGNATED CONTRACT:** The Insured shall report to the Company Entity the sale of each Designated Contract within that time period provided by the Company Entity. In making such report the Insured shall use forms that may be provided by the Company, and with each such report deliver to the Company or Company Entity the proper Policy premium. The Company Entity may invoice the Insured for Premium payments.
- (2) **NOTICE OF CLAIM:** The Insured shall notify the Company Entity of each Claim, and supply particulars of such Claim. The Insured shall make such notification prior to undertaking any performance of a Contractual Obligation. The Company may reject any Claim if not notified of such Claim as provided above within ninety (90) days after such Claim first arose if the Company was prejudiced by the Insured's failure to make notification within such time period, unless the Insured shows that it was not possible to give notice within such time period and that notice of such Claim was given as soon as reasonably practicable.
- (3) **PRIOR AUTHORIZATION:** The Insured shall not undertake any performance of a Contractual Obligation without first receiving authorization to perform from the Company Entity, and without first giving the Company proper notice of the Claim pursuant to which such performance is contemplated. The Company shall have no liability or obligation whatever to pay any reimbursement to or on behalf of the Insured for any Loss if the authorization required above is not first granted by the Company Entity.
- (4) **INSPECTION AND AUDIT:** The Company Entity at any reasonable time can visit the Insured's premises and inspect, audit, and copy the books and records maintained by or for the Insured as they pertain to any coverage under this Policy. Such rights shall exist so long as any Designated Contracts are in force and in effect plus two (2) years. No exercise of the foregoing rights shall constitute an undertaking by the Company Entity, on behalf of or for the benefit of the Insured or others, to determine or warrant that any property, premises, procedures, actions, or operations are safe or healthful, or are in compliance with any law, rule or regulation.
- (5) **BANKRUPTCY OR INSOLVENCY:** Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Company of any of its obligations under this Policy.
- (6) **EXAMINATION:** The Insured and its shareholders, officers, directors, employees, agents, and independent contractors shall submit to examination under oath by any

person named by the Company Entity and subscribe to the same, as often as may reasonably be required by the Company Entity.

- (7) **COMPLIANCE:** The Insured shall comply with all terms and conditions of this Policy, any agreement with the Company Entity authorizing the Insured to sell Designated Contracts, and all applicable laws, rules, and regulations. No action shall lie against the Company unless, as a condition precedent thereto there shall have been full compliance by the Insured with all of the terms of this Policy.

F. CANCELLATION

This Policy may be canceled as follows:

- (1) The Insured can cancel this Policy at any time by written notice to the Company but the effective date of cancellation shall not be before the date such cancellation notice is delivered to the Company.
- (2) The Company can cancel this Policy during the first sixty (60) days of an Annual Term by mailing to the Insured a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that the Company can also cancel this Policy during such time period for nonpayment of Premium by mailing the Insured a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After such sixty (60) day period has elapsed, the Company may cancel this Policy by mailing a cancellation notice to the Insured at least ten (10) days prior to the cancellation date for cancellations due to any of the following reasons:
 - (a) Nonpayment of Premium;
 - (b) The Insured induced issuance of the Policy through a material misrepresentation;
 - (c) The Insured violated any of the terms and conditions of this Policy;
 - (d) The underlying Policy risk insured has measurably increased;
 - (e) A determination by a governmental authority that the continuation of the Policy could place the Company in violation of insurance laws.

G. NONRENEWAL AND RENEWAL

The Company may nonrenew this Policy effective on the Expiration Date by mailing a notice of nonrenewal to the Insured at least thirty (30) days in advance of such Expiration Date. Renewal of this Policy does not constitute a waiver or estoppel with respect to grounds for cancellation which existed on or before the effective date of such renewal.

H. EFFECT OF CANCELLATION OR NONRENEWAL

- (1) Any Designated Contracts having effective dates prior to the cancellation date or nonrenewal date of this Policy will be subject to and covered by this Policy notwithstanding such Policy cancellation or nonrenewal. Any Designated Contracts sold, issued, or having effective dates on or after the cancellation date or nonrenewal date

of this Policy shall not be subject to this Policy or covered by this Policy, anything to the contrary notwithstanding.

- (2) The Insured in accordance with Section E. (1) above shall pay to the Company Entity the Premium for each Designated Contract. In the event of Designated Contract cancellation the Insured shall refund to the Contract Holder the amount, if any, required by the terms of the canceled Designated Contract. The Company Entity will refund or credit to the Insured a portion of the Premium paid for such canceled Designated Contract as calculated by the Company Entity.

I. GENERAL PROVISIONS

- (1) **DECLARATIONS:** By acceptance of this Policy, the Insured warrants, represents, and covenants to the Company that the statements in the Declaration are true, complete, and correct in all respects, and that the Insured possesses and will maintain in full force and effect any and all licenses necessary for the sale and issuance of Designated Contracts.
- (2) **ENTIRE AGREEMENT:** This Policy embodies all agreements and understandings existing between the Insured and the Company or any of their respective agents relating to the insurance coverage provided by this Policy.
- (3) **SUBROGATION:** In the event of any payment by the Company under this Policy, the Company shall be subrogated to all of the Insured's rights of recovery therefore against any person or entity, and the Insured shall execute and deliver to the Company such instruments, assignments, and papers as requested by the Company and do whatever is necessary to secure such rights and effectuate the Company's exercise of such rights. The Insured shall do nothing to prejudice or waive such rights.
- (4) **ASSIGNMENT:** An assignment of any interest by the Insured under this Policy shall not bind the Company unless and until the Company's written consent is endorsed hereon. No liability of the Company shall exist under this Policy unless and until such agreement is accepted and the Policy is endorsed in writing as provided above.
- (5) **CHANGES IN THE POLICY:** No waiver or change of the terms of this Policy shall be made except by endorsement issued to form part of this Policy and signed by the Company Entity.
- (6) **RECOVERIES:** All amounts recovered by the Insured for which the Insured has received benefits under this Policy shall belong to the Company, and shall be paid to the Company by the Insured up to the total amount of benefits paid by the Company Entity. Such benefits shall include the payment of Loss.
- (7) **OTHER INSURANCE:** If the Insured has other insurance covering in whole or in part a Loss, the Company shall not be liable under this Policy for a greater proportion of such Loss than the proportion of the applicable limit of liability of this Policy which is comprised by the aggregate applicable limits of liability of such other insurance. In no event shall any such proportion of the Loss for which the Company is liable exceed One Hundred Percent (100%).

- (8) **GIVING OF NOTICE:** All notices, notices of Claims, and surrender of this Policy shall be deemed to be given: (a) if to the Company, upon deposit in the U.S. mails, certified and postage prepaid, addressed to the Company's address shown in this Policy or addressed to the address of the Company's authorized representative, or (b) if to the Insured, upon deposit in the U.S. mails, certified and postage prepaid, addressed to the Insured's address shown in this Policy. The Company or the Insured may change any such address by making notice to the other as provided above. All notices required by this Policy must be in writing.
- (9) **NO BENEFIT TO THIRD PARTIES:** Except as expressly provided by applicable law, the insurance afforded by this Policy is solely for the benefit of the Insured (or the Insured's assignee as provided in Section 1.4, above). In no circumstances shall any person or entity other than the Insured (or such assignee) have any rights or be entitled to any benefits under this Policy.
- (10) **HEADINGS:** The headings used in this Policy are for convenience purposes only and shall not be used to interpret this Policy.
- (11) **NO AGENCY, ETC:** The Insured is not an agent of the Company Entity and shall not at any time make any commitments, representations, or statements for or on behalf of the Company Entity.

IN WITNESS, WHEREOF, Virginia Surety Company, Inc. has caused this policy to be signed by its President and Secretary and countersigned by a duly authorized agent of the Company.

[]

Secretary

[]

President

Date

Countersigned

State:	District of Columbia	Filing Company:	Virginia Surety Company, Inc.
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0004 Contractual Liability		
Product Name:	Endorsement and Covered Designated Contract Schedule		
Project Name/Number:	/		

Supporting Document Schedules

Bypassed - Item:	Readability Certificate
Bypass Reason:	Not applicable
Attachment(s):	
Item Status:	APPROVED
Status Date:	01/23/2020

Bypassed - Item:	Consulting Authorization
Bypass Reason:	Not applicable
Attachment(s):	
Item Status:	APPROVED
Status Date:	01/23/2020

Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	Not applicable
Attachment(s):	
Item Status:	APPROVED
Status Date:	01/23/2020

Bypassed - Item:	Expedited SERFF Filing Transmittal Form
Bypass Reason:	Not applicable
Attachment(s):	
Item Status:	APPROVED
Status Date:	01/23/2020

State:	District of Columbia	Filing Company:	Virginia Surety Company, Inc.
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0004 Contractual Liability		
Product Name:	Endorsement and Covered Designated Contract Schedule		
Project Name/Number:	/		

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date	Schedule Item Status	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
01/17/2020	Withdrawn 01/23/2020	Form	Amendatory Endorsement	01/23/2020	VSC-CL-1 End DC (0120).pdf (Superceded)
01/14/2020	Withdrawn 01/23/2020	Form	Amendatory Endorsement	01/17/2020	VSC-CL-1 End DC (0120).pdf (Superceded)

VIRGINIA SURETY COMPANY, INC.
[175 West Jackson Blvd.
Chicago, Illinois 60604]

-DISTRICT OF COLUMBIA-

Amendatory Endorsement

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This endorsement is made part of the policy to which it is attached. Except as noted herein, this endorsement is subject to all the provisions and limitations of the policy. If there is a conflict between the policy and the endorsement, the terms of the endorsement will govern.

It is hereby agreed that the policy to which this endorsement is attached is amended as follows:

Form VSC-CL-1 (7/97), Section F., CANCELLATION, is deleted in its entirety and replaced with the following:

F. CANCELLATION:

This Policy may be canceled as follows:

- (1) The Insured may cancel this Policy at any time by written notice to the Company, but the effective date of the cancellation shall not be before the date such cancellation notice is delivered to the Company.
- (2) The Company can cancel this Policy during the first thirty (30) days of an Annual Term by mailing to the Insured a notice of cancellation. After such thirty (30) day period has elapsed, the Company may cancel this Policy by mailing a cancellation notice to the insured at least thirty (30) days prior to the cancellation date for cancellations due to any of the following reasons:
 - a) Nonpayment of Premium;
 - b) The Insured induced issuance of the Policy through material misrepresentation;
 - c) The Insured violated any of the terms and conditions of this Policy;
 - d) The underlying Policy risk insured has measurably increased;
 - e) A determination by a governmental authority that the continuation of the Policy could place the Company in violation of insurance laws.

Form VSC-CL-1 (7/97), Section I, GENERAL PROVISIONS, the following subsections are added:

(12) MISCELLANEOUS – SERVICE CONTRACTS:

If the DESIGNATED CONTRACT is a SERVICE CONTRACT, notwithstanding any other definition, term, condition, limitation, exclusion, endorsement or other provision of this Policy or any other insurance policy: (1) the Company shall reimburse or pay on behalf of the Insured (Provider) any covered amounts the Provider is legally obligated to pay or in the event of non-performance, shall provide the service that the Provider is legally obligated to perform according to the Provider's obligations under any insured service contract issued or sold by the Provider during the term of this Policy: and (2) if the covered amounts are not paid or the covered service is not provided to a consumer within sixty (60) days after the consumer provides proof of loss, payment shall be made directly from the Company to the consumer or the Company shall provide the required service.

All other terms and conditions remain unchanged.

VIRGINIA SURETY COMPANY, INC.

[]
President

VIRGINIA SURETY COMPANY, INC.
[175 West Jackson Blvd.
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 - c) The Insured violated any of the terms and conditions of this Policy;
 - d) The underlying Policy risk insured has measurably increased;
 - e) A determination by a governmental authority that the continuation of the Policy could place the Company in violation of insurance laws.

Form VSC-CL-1 (7/97), Section I, GENERAL PROVISIONS, the following subsections are added:

(12) MISCELLANEOUS – SERVICE CONTRACTS:

A. If the DESIGNATED CONTRACT is a SERVICE CONTRACT, notwithstanding any other definition, term, condition, limitation, exclusion, endorsement or other provision of this Policy or any other insurance policy: (1) the Company shall reimburse or pay on behalf of the Insured (Provider) any covered amounts the Provider is legally obligated to pay or in the event of non-performance, shall provide the service that the Provider is legally obligated to perform according to the Provider's obligations under any insured service contract issued or sold by the Provider during the term of this Policy; and (2) if the covered amounts are not paid or the covered service is not provided to a consumer within sixty (60) days after the consumer provides proof of loss, payment shall be made directly from the Company to the consumer or the Company shall provide the required service.

All other terms and conditions remain unchanged.

VIRGINIA SURETY COMPANY, INC.

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President